

<i>SERFF Tracking Number:</i>	<i>AIXG-125678588</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nova Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NCC-AR-CA-2008-085F</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Nova Casualty Company	SERFF Tr Num: AIXG-125678588	State: Arkansas
Product Name: Commercial Automobile	SERFF Status: Closed	State Tr Num: EFT \$50
TOI: 20.0 Commercial Auto	Co Tr Num: NCC-AR-CA-2008-085F	State Status: Fees verified and received
Sub-TOI: 20.0001 Business Auto	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
Filing Type: Form	Author: Janice Glass	Disposition Date: 06/11/2008
	Date Submitted: 06/04/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 06/11/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 06/11/2008
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/11/2008	
State Status Changed: 06/11/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Nova Casualty Company (NCC) a member of Insurance Services Office (ISO), has filed and recived approval for current ISO LC, Rules & Forms in your state.	

We would like to file the following additional company proprietary forms for use with our Commercial Automobile product.

SERFF Tracking Number: AIXG-125678588 State: Arkansas
Filing Company: Nova Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: NCC-AR-CA-2008-085F
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Automobile
Project Name/Number: /

ACA00230308 Auto Extra Endorsement

ACA00190508 Waiver of Transfer of Rights of Recovery Against Others to Us

ACA 00220508 Blanket Additional Insured - By Contract

These forms have been created to correspond with the different types of programs that we will be writing. All forms are optional and form ACA 00230308 - Auto Extra Endorsement when added will be expanded with an additional charge.

When this endorsement is made a part of the policy, the coverages provided under CA0001 and IL0017 will be expanded as shown below:

Coverage Amendment of Coverage:

Cancellation condition

Broad Form Named insured

Additional Insured by Contract, Agreement or Permit

Electronic equipment

Fellow Employee

Hired Auto physical Damage

rental reimbursement

Extra expense

Airbag

Glass

Towing and Labor Costs

Waiver of Subrogation

Unintentional Failure to Disclose Hazards

Premium Charges: 2% of Total Modified Auto premium

Attach form ACA0023

Company and Contact

Filing Contact Information

Janice Glass, Sr. Compliance Specialist

jglass@aixgroup.com

SERFF Tracking Number: AIXG-125678588

State: Arkansas

Filing Company: Nova Casualty Company

State Tracking Number: EFT \$50

Company Tracking Number: NCC-AR-CA-2008-085F

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: /

2 Waterside Crossing

(860) 683-5030 [Phone]

Windsor, CT 06095

(860) 683-5000[FAX]

Filing Company Information

Nova Casualty Company

CoCode: 42552

State of Domicile: New York

2 Waterside Crossing

Group Code:

Company Type: Property &
Casualty

Suite 400

Windsor, CT 06095

Group Name:

State ID Number:

(860) 683-5029 ext. [Phone]

FEIN Number: 16-1140177

SERFF Tracking Number: AIXG-125678588

State: Arkansas

Filing Company: Nova Casualty Company

State Tracking Number: EFT \$50

Company Tracking Number: NCC-AR-CA-2008-085F

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: /

Filing Fees

Fee Required? Yes

Fee Amount: \$0.00

Retaliatory? No

Fee Explanation: \$50.00 per filing

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nova Casualty Company	\$50.00	06/04/2008	20654180

SERFF Tracking Number: AIXG-125678588
Filing Company: Nova Casualty Company
Company Tracking Number: NCC-AR-CA-2008-085F
TOI: 20.0 Commercial Auto
Product Name: Commercial Automobile
Project Name/Number: /

State: Arkansas
State Tracking Number: EFT \$50
Sub-TOI: 20.0001 Business Auto

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/11/2008	06/11/2008

SERFF Tracking Number: *AIXG-125678588*
Filing Company: *Nova Casualty Company*
Company Tracking Number: *NCC-AR-CA-2008-085F*
TOI: *20.0 Commercial Auto*
Product Name: *Commercial Automobile*
Project Name/Number: /

State: *Arkansas*
State Tracking Number: *EFT \$50*

Sub-TOI: *20.0001 Business Auto*

Disposition

Disposition Date: 06/11/2008
Effective Date (New): 06/11/2008
Effective Date (Renewal): 06/11/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	AIXG-125678588	State:	Arkansas
Filing Company:	Nova Casualty Company	State Tracking Number:	EFT \$50
Company Tracking Number:	NCC-AR-CA-2008-085F		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Automobile		
Project Name/Number:	/		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Auto Extra Endorsement	Approved	Yes
Form	Waiver of Transfer of Rights of Recovery Against Others to Us	Approved	Yes
Form	Blanket Additional Insured - By Contract	Approved	Yes

SERFF Tracking Number:	AIXG-125678588	State:	Arkansas
Filing Company:	Nova Casualty Company	State Tracking Number:	EFT \$50
Company Tracking Number:	NCC-AR-CA-2008-085F		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Automobile		
Project Name/Number:	/		

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Auto Extra Endorsement	ACA0023	0308	Endorsement/Amendment/Conditions	New		ACA00230308AUTOEXTRA (2).pdf
Approved	Waiver of Transfer of Rights of Recovery Against Others to Us	ACA0019	0508	Endorsement/Amendment/Conditions	New		ACA00190508WaiverofTransfer (2).pdf
Approved	Blanket Additional Insured - By Contract	ACA0022	0508	Endorsement/Amendment/Conditions	New		ACA00220508BlanketAdditionalInsuredByContract (2).pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Cancellation Condition

Paragraph **2.b.** of the **A. Cancellation**, of the **COMMON POLICY CONDITIONS** is deleted and replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

2. Broad Form Named Insured

Paragraph **A.1. Who Is An Insured** of **SECTION II, LIABILITY COVERAGE**, is amended to add:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof)) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

3. Additional Insured - By Contract, Agreement or Permit

Paragraph **A.1. Who Is An Insured** of **SECTION II, LIABILITY COVERAGE** is amended to add:

- a.** Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract, written agreement, or permit that is:
 - (1)** currently in effect or becoming effective during the term of this policy; and
 - (2)** executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- b.** This insurance provided to the additional insured by this endorsement applies as follows:
 - (1)** That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - i.** Premises you own, rent, lease or occupy, or
 - ii.** your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - (2)** The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- c.** With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - (1)** This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - i.** all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- ii. that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.

- (2) This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” caused by the rendering of or failure to render any professional services.

- d. **Regardless** of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

4. Electronic Equipment Coverage

The following is added to **SECTION II, LIABILITY COVERAGE, A. 2. Coverage Extensions:**

With respect to a covered “auto”, we will pay for “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies if the equipment is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by the use of the power from the “auto’s” electrical system, in or upon the covered “auto”.

We will also pay for “loss” to electronic navigation equipment that is not permanently installed in the covered “auto”. However, if the equipment is stolen, the equipment and any mounting or power accessories must not have been visible from the exterior of the covered “auto”.

The most we will pay for all “loss” to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one “accident” is the least of:

- a. the actual cash value of the damaged or stolen property at the time of the “loss”; or
- b. the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$500.

This coverage will not apply if there is other insurance provided by this policy for above described electronic equipment.

5. Fellow Employee Exclusion

Paragraph **B. 5. Fellow Employee** of **SECTION II, LIABILITY COVERAGE** is deleted and replaced by the following:

“Bodily Injury” to any fellow “employee” of the insured arising out of and in the course of the fellow “employee’s” employment. However, we will cover “bodily injury” caused by your “employee” to his or her fellow “employee” if the “bodily injury” results from the use of a covered “auto” you own or hire.

6. Hired Auto Physical Damage

The following is added to **SECTION III, PHYSICAL DAMAGE COVERAGE:**

- a. If physical damage coverage is provided under this Coverage Form for owned “autos”, any “auto” you lease, hire, rent or borrow from someone other than your employees, members or partners or any member of their household is a covered “auto” for each of your physical damage coverages. However, this coverage does not apply to leased “autos” for which you are required to provide physical damage coverage as part of a written lease agreement.
- b. The most we will pay for “loss” in any one “accident” is the smallest of:
 - (1) \$50,000;
 - (2) the actual cash value of the damaged or stolen “auto” as of the time of the “loss”; or
 - (3) the cost of repairing or replacing the damaged or stolen “auto” with another “auto” of like kind and quality.

If you are liable for the “accident”, we will also pay up to \$500 per “accident” for the actual loss of use to the owner of the covered “auto”.

- c. Our obligation to pay for, repair, return or replace damaged or stolen “autos” will be reduced by the lowest deductible for the applicable physical damage coverage provided to owned “autos” of the same vehicle type. If owned “autos” do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply.
- d. For this coverage, the insurance provided is primary for any covered “auto” you hire without a driver and excess over any other collectible insurance for any covered “auto” that you hire with a driver.

7. Rental Reimbursement Coverage

Paragraph 4. a. of **SECTION III, PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

We will pay up to \$75 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered “auto”.

8. Extra Expense

The following is added to **SECTION III, PHYSICAL DAMAGE COVERAGE, A. Coverage:**

We will pay up to \$2,500 for any expense incurred for the return of a stolen “auto” to you.

9. Airbag Coverage

The following is added to **SECTION III, PHYSICAL DAMAGE COVERAGE, B. Exclusions:**

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

10. Glass Coverage – Waiver of Deductible

The following is added to **SECTION III, PHYSICAL DAMAGE COVERAGE, D. Deductible:**

No deductible applies to “loss” to glass used in the windshield, doors and windows if the glass is repaired rather than replaced.

11. Towing and Labor Costs

Paragraph A. 2. of **SECTION III, PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement.

12. Waiver of Subrogation

The following is added to paragraph A.5. **Transfer of Rights of Recovery Against Others to Us**, of **SECTION IV, BUSINESS AUTO CONDITIONS:**

If the person or organization has waived those rights before a loss, our rights are waived also.

13. Unintentional Failure To Disclose Hazards

The following is added to paragraph B.2. of **SECTION IV, BUSINESS AUTO CONDITIONS:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium for any additional hazards or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer of Rights of Recovery Against Others to Us condition (**SECTION IV – BUSINESS AUTO CONDITIONS**) is amended by the addition of the following:

We waive the right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations. This waiver applies only to the person or organization designated in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Name of Person or Organization as an Additional Insured:

Any person or organization required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to the “loss” or “occurrence”.

Effective Date:

It is hereby agreed that **SECTION II A. 1. – Who is an insured** is amended to include as an insured the person or organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a legally enforceable written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an insured only with respect to such “loss” or “accident” taking place after such written contract has been executed or such permit has been issued.

Coverage under this endorsement applies only as respects a legally enforceable written contract or permit with the named insured under this policy and only for liability arising out of or relating to the Named Insured’s negligence.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy in no event shall the Company’s limits of liability exceed the limits of liability designated in the Declarations of this policy.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.

SERFF Tracking Number: *AIXG-125678588*

State: *Arkansas*

Filing Company: *Nova Casualty Company*

State Tracking Number: *EFT \$50*

Company Tracking Number: *NCC-AR-CA-2008-085F*

TOI: *20.0 Commercial Auto*

Sub-TOI: *20.0001 Business Auto*

Product Name: *Commercial Automobile*

Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AIXG-125678588

State: Arkansas

Filing Company: Nova Casualty Company

State Tracking Number: EFT \$50

Company Tracking Number: NCC-AR-CA-2008-085F

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

06/11/2008

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent.pdf

Filing information (see General Instructions for descriptions of these fields)				
9.	Type of Insurance (TOI)			
10.	Sub-Type of Insurance (Sub-TOI)			
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]			
12.	Company Program Title (Marketing title)			
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)		
14.	Effective Date(s) Requested	New:		Renewal:
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
16.	Reference Organization (if applicable)			
17.	Reference Organization # & Title			
18.	Company's Date of Filing			
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved		

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		[] New [] Replacement [] Withdrawn	
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	